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ABSTRACT

Presented in this document is the agreement between Washtenaw Community College Board of Trustees and Washtenaw Community College Education Association for the period from 1971 through 1973. Contained in the articles of the agreement are sections covering recognition, rights, and guarantees; faculty, personnel and division procedures; appointments, promotions, and related matters; faculty protection and assistance; benefits, compensation, leaves and vacations; and grievance procedures. (PG)

ED 087271

Washtenaw
Comm Coll
Michigan
NEA 2 Year

Agreement

WASHTENAW COMMUNITY COLLEGE

Board of Trustees

and

WASHTENAW COMMUNITY COLLEGE

Education Association

1971-73

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
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RECOGNITION, RIGHTS, AND GUARANTEES

0001 Master Contractual Agreement. A Master Contractual Agreement between the Board or Trustees of Washtenaw Community College and the Washtenaw Community College Education Association, a Chapter or the Michigan Education Association and the National Faculty Association, N.H.E.A./N.E.A.

0002 Agreement Date. This Agreement entered into this first day of September, 1971, by and between the Board of Trustees or Washtenaw Community College, hereinafter called the Board and the Washtenaw Community College Education Association, hereinafter called the Association.

0003 Contrary to Law Provision. If any provision of this Agreement or any application of the Agreement to any faculty member or faculty members should be found contrary to law by a court of last resort or court or competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of appropriate State agencies from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid except to the extent permitted by law but all other provisions hereof shall continue in full force and effect.

0004 Recognition. The Board recognizes the Association as the sole and exclusive bargaining agent for all professional instructional personnel employed at the College on a full-time basis, including those on approved leave. The positions included in the bargaining unit are professional instructors, technical instructional assistants, technical service personnel, and all other full-time staff included in the bargaining unit under the 1969-71 collective bargaining Agreement. Technical instructional assistants and technical service personnel shall not exceed eight per cent (8%) or the bargaining unit. The term faculty member when used hereinafter in this Agreement shall refer to all members or the bargaining unit. All other employees of the College are excluded from the bargaining unit.

0005 Exclusive Rights.

0005.1 The Board agrees not to negotiate with any faculty member individually, or with any faculty organization other than the Association for the duration of this Agreement, nor to refer to any other group any problem for any purpose which is properly the subject of negotiation.

0005.2 No College facilities, resources, personnel, or equipment shall be used by the Board of any of its appointees or employees to support any organizations or businesses assuming or attempting to assume any functions or legal rights of the Association, or its members, except for proper actions under the Public Act 379 for "decertification" election procedures.

0006 Entire Agreement. This Contract shall supersede all previous Board policies affecting the Association except as otherwise mutually agreed to by the Board and the Association through subsequent negotiation.

0007 Changes in Current Policies. The Board agrees to effect any changes in current Board policies or by-laws which are in conflict with this Agreement and in the event of any inconsistency or conflict of Board policies or by-laws, the provisions of this Agreement shall apply.

0008 Copies of Proposed Policy Changes. The Board shall furnish the Association with copies of all proposed policy or by-law changes one (1) week in advance of official action on such changes.

0009 Effect by Passage of Law. Any provision of this contract which is contrary to law, but becomes legal during the life of this Contract shall take immediate effect upon the enactment of such legislation.

0010 Amendment. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been ratified by both the Board and the Association, it shall become a part of the Agreement.

0011 Personal Rights Protected. Nothing contained herein shall be construed to deny or restrict to any faculty members rights he may have under Michigan Laws or other applicable regulations.

0012 Effect on Individual Contracts. Any individual contract between the institution and an individual faculty member heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

0013 Release Time for Negotiations. Whenever any representative or the Association or any faculty member is mutually scheduled by the parties to participate during working hours in negotiations and arbitration procedures, he shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities.

0014 Continuance of Operations.

0014.1 The Association shall not cause, engage in, or sanction any strike or interruption of normal College operations. Nor shall there be any strike or any interruption of work during the term of this Agreement because of any dispute or disagreements between any other persons who are not signatory parties to this Agreement.

0014.2 The Board agrees that there will be no lockout of the Association or Association members during the life of this Agreement.

0015 Equal Application of this Contract. No employee or group of employees who are not full-time employees of the College may be given wages or other benefits superior to benefits negotiated in this Agreement for members of the bargaining unit.

0016 Selection of Negotiators. Neither party in any negotiations shall have any control over the selection or number of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. The Agreement shall not be binding until ratified by the Board and the Association.

0017 Copies of Agreement. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all faculty now employed or hereafter employed. The Board will also supply to the Association, free of charge, 150 copies of the Agreement; plus more as needed, at cost.

0018 Access to Information. The Board shall make available to the Association upon its reasonable request and within a reasonable time thereafter information concerning the professional staffing and financial resources of the institution, including but not limited to: annual financial reports and audits; registry of professional personnel; budgetary requirements and allocations; agendas and minutes of all Board meetings, and all attachments thereto at the time of distribution to the Board; treasurer's reports; names, addresses and position on salary schedule of all professional personnel in bargaining unit; and such other information related to Washtenaw Community College and in possession of the Board, as are necessary for negotiation of the collective bargaining agreement. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form unless mutually agreeable.

0019 Board Consultation. The Board shall involve the Association in any construction programs, or major revisions of institutional direction or purpose, which are proposed or under consideration, and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

0020 Performance Contracts. The Board shall enter into no contract which will result in instruction being provided by any organization other than the Association. The Board shall further provide for Association and faculty members involvement in new or innovative programs from planning through evaluation stages.

0021 Management's Rights. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the State of Michigan and of the United States in the executive management and administrative control of the College and its properties and facilities of its employees except as changed and agreed to in a specific article or section of the Agreement.

0022 Rights to Organize and Support. The Board hereby agrees that every professional employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by act or laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association.

0023 Meeting Rooms. The Association and its officers, for the purpose of carrying out its business, shall have the right to use the College facilities for meetings. No charge shall be made for the Association's use of College rooms for Association meetings, except for additional necessary custodial services.

0024 Office Space. The Board shall continue to provide the Association with office space under the conditions which exist on September 1, 1971. Any change in conditions or terms must be mutually agreed upon.

0025 Use of Facilities. The Association, for the purpose of carrying out its business, shall have the right to use College facilities, equipment, and services including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use, except that the Association shall provide its own expendable supplies which may be purchased from College inventory.

0026 Posting of Association Notices. The Association shall have the right to post notices of its activities and matters of Association concerns on bulletin boards. The Association shall use the College mail service and mailboxes for communications to faculty members, including mass distribution.

0027 Association Business. Duly authorized representatives who are members of the Association or their agents shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.

0028 Non-Discrimination. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is consistent and not discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

0029 Official Association Participation at Board.

0029.1 The President, or agent of the Association shall appear on the agenda of all Board meetings as the first item of correspondence, verbal.

0029.2 The President, or agent of the Association shall be notified of all Board meetings, public and executive.

0030 Association Leave. The Board shall provide the Association with fifteen (15) days at the beginning of every school year to be used by faculty members who are officers or agents of the Association, such use to be at the discretion of the Association President. The Association President agrees to notify the personnel director no less than forty-eight (48) hours in advance of taking such leave. The Association shall reimburse the Board for all substitute costs as a result of the use of these days.

0100 FACULTY, PERSONNEL, AND DIVISION PROCEDURES

FACULTY PROCEDURES

0101 College Calendar. See Appendix "A".

0102 The Academic Year. The academic year shall consist of two fifteen-week semesters, and two six-week sessions.

0103 The Academic Week. The academic week for the purposes of this Agreement will be considered to be 8:00 a.m. Monday through 12:00 noon on Saturday.

0104 The Academic Day. The academic day shall be those hours of the day between which classes are normally scheduled even though no classes are actually scheduled at any given hour or any given day. There shall, however, be no classes scheduled before 8:00 a.m. or after 10:30 p.m. or on Saturday after 12:00 noon.

0105 Preparations. Faculty members shall be assigned no more than three separate preparations in any given registration period without prior written consent of the faculty member.

0106. Supervised Study. Faculty members scheduled to supervise work experience or study problems shall be granted credit for one (1) contact hour for each five (5) students or fraction thereof.

0106.1 1 - 5 students = 1 contact hour
0106.2 6 - 10 students = 2 contact hours
0106.3 11 - 15 students = 3 contact hours

0107 Short-Term Courses. All short-term courses (less than the regular semester in length) shall be taught by the faculty member in the program area best qualified for that particular course.

0107.1 The assignment will be with the approval of the faculty member.
0107.2 The hourly rate will be one-tenth of one percent of the base annual contract.
0107.3 Short-term courses, program development, and all other contracted duties in excess of normal load will be reimbursed.
0107.4 Short-term courses taught by part-time personnel shall be subject to the conditions of this Agreement.

0108 Teaching Assignments and Loads - Definitions.

0108.1 Recitation. A recitation section shall be defined as those classes where the major emphasis is on class discussion and lecture, i.e., speech, mathematics, history, etc. The maximum enrollment in these sections shall not exceed thirty (30) with three (3) additional with faculty member's permission, except for those limitations in 0108.4 class size.
0108.2 Lecture. Lecture sections shall be defined as those classes where the enrollment is at least forty (40) students, but not more than ninety (90) students. Lecture sections shall be counted as 1.5 times normal class load.
0108.3 Laboratory. Laboratory sections shall be defined as those classes where the enrollment does not exceed the maximum number of work stations.
0108.4 Class Size. Class size shall not exceed thirty (30) students per section, with three (3) additional with faculty member's permission, except for the following limitations or exceptions:

0108.4 (Continued)

Course Title	Course Number	Class Size
Developmental English	030	22
Technical Communication	100	25
Fundamentals of Speaking	100	22
Public Speaking	185	25
Introduction to Chemistry Lab	058	24
Notational Systems	010	20
Math Lab	020	20
Developmental Mathematics	031	20
Foundations of Occupational Math	092	20
Trigonometry	127	20
Business Machines	130	20
Independent Directed Study	200	12
Internship-Externship	200	20
Applied Inhalation Therapy	136	24
Study Problems	189	15
On-the-Job Training	199	15
Power Sources	100	24
Fluid Power Fundamentals	111	24
Technical Drawing	100	24
Introduction to Numerical Control	100	25
Blueprint Reading	101	25
Industrial Materials	101	24
Perspective and Parallel Line Proj.	100	24
Dental Assisting		30
Welding Sections		20
Automotive Sections		20

0109 Assignments and Loads - Professional Instructors:

0109.1 Shall be responsible for a total of thirty-six (36) contact hours per academic year, with six (6) hours to be scheduled during a six-week term. Thirty (30) contact hours to be scheduled during the two (2) fifteen-week semesters, but not to exceed eighteen (18) hours in any one semester.

0110 Assignments and Loads - Professional Instructors whose primary responsibility is teaching English:

0110.1 Shall be required to teach no more than three (3) English Composition classes per fifteen-week semester or two (2) in a six-week term as part of their normal load.

0110.2 Shall have no more than twenty (20) students in each English Composition class; however, an additional three (3) students may be added with the faculty member's permission.

0111 Assignments and Loads - Professional Instructors whose primary responsibility is Counseling:

0111.1 The goal shall be 420 headcount students with a maximum of 450 in any one college year.

0111.2 All currently enrolled students shall be assigned a counselor.

0111.3 Lists assigning students to counselors shall be provided by the Registrar's Office no later than September 10.

0111.4 The Director of Counseling shall not be responsible for more than 180 headcount students in any one year.

0111.5 Over the college year the number of student counselees shall be equalized among the counselors. Assignment of counselors to other duties shall be considered in load assignments.

0111.6 Counselor vacations shall be spread throughout the year. The Divisional Director and the counselors shall be responsible for determining peak periods. Within that framework, counselors shall have the right to choose their vacations on the basis of seniority.

0112 Definition of Full-Time Faculty.

0112.1 Any faculty member who teaches half or more of the normal fifteen (15) contact hours or has assigned half or more of the duties performed by faculty members, or a combination of contact hours and duties performed, shall be considered a full-time faculty member under the terms of this agreement. Salary only shall be prorated in proportion to time worked.

0112.2 All part-time faculty members shall be subject to the provisions of Section 0015 (Equal Application of the Contract).

0112.3 The Board shall not use part-time employees to replace full-time faculty members presently employed. The Board shall not use administrators or other employees of the College to replace present members of the bargaining unit, or use any such persons to reduce wages or benefits of presently employed members of the bargaining unit.

0112.4 For the college year beginning the fall semester 1972-73, the percentage of total credit hours taught by part-time faculty shall not be higher than that taught by part-time faculty for the academic year 1971-72. Credit hours taught by full-time and part-time faculty in first year special programs will not count in this percentage.

0113 Overload. Faculty members may be contracted for overload hours up to 90 in any one fifteen-week semester and 36 in any one six-week session, but not more than 216 hours in any one academic year.

0113.1 All overload hours shall be compensated for at the rate of one-tenth of one percent of the face value of the faculty member's annual full-time contract no matter what

0113 (Continued)

duties may be contracted for as overload except there is specified a separate schedule for compensation of coaching duties. (Section 0605)

0113.2 All overload hours, both instructional and non-instructional, must be mutually acceptable to the College and the faculty member and contracted for in writing.

0113.3 All overload hours, both instructional and non-instructional, must first be offered to a full-time qualified faculty member within the program area, except that no class or section printed in an advanced time schedule will necessarily be considered overload hours.

0114 Assignment: Six Week Sessions.

0114.1 Prior to January 1 of each year faculty members shall notify their Division Directors of their preference for assignment to six-week sessions. Faculty members shall be notified of such assignment by March 1 of each year.

0114.2 Preference shall be given to divisional members based upon their seniority.

0114.3 In the event more than one faculty member has the same seniority date, assignment shall be made by random selection. On succeeding year, assignment shall be made on a rotating basis for faculty members with the same seniority date.

0115 Limitations: Extended Day Schedules.

0115.1 Professional instructors whose primary responsibility is teaching may be assigned extended-day classes three nights in one semester or two nights in one semester and one in another; or one night in each of the two fifteen-week semesters and a six-week session.

0115.2 Administrative staff shall ensure fair rotation of extended-day classes.

0115.3 No faculty member shall be assigned a schedule in excess of ten (10) hours between the beginning of the first and the ending of the last assignment hour.

0116 Duty Hours. Professional Instructors with the primary responsibility of teaching:

0116.1 Shall be accountable for a total of thirty (30) contact hours to be adjusted against two (2) fifteen-week semesters but not to exceed eighteen (18) hours in any one (1) fifteen-week semester, plus six (6) contact hours in any one six-week session.

0116.2 Shall post hours between contact hours and twenty-five (25) hours. Office hours shall average five (5) hours weekly during the two (2) fifteen-week semesters. If the faculty member wishes to schedule additional student consultation time, this time shall be scheduled from the remaining hours between the contact hours and twenty-five (25) hours.

0116.3 Shall not be assigned during these additional hours duties not normally performed by members of the bargaining unit or other requirements not related to faculty member's duties.

0116.4 Shall be accountable for fifteen (15) additional preparation hours to be scheduled weekly by the faculty member.

0117 Duty Hours. Professional Instructors with the primary responsibility of Counseling:

0117.1 Shall be accountable for twenty (20) office hours per week.

0117.2 Shall be accountable for five (5) additional on-campus hours, but not necessarily in their offices. These hours shall not be used to assign duties not normally performed by members of the bargaining unit or other requirements not related to individual faculty member's duties.

0117.3 Shall schedule and post these hours weekly.

0117.4 Shall be accountable for fifteen (15) additional work-related hours to be scheduled weekly by the faculty member.

0118 Duty Hours. Professional Service Personnel whose primary responsibility is support services:

0118.1 Shall be accountable for forty (40) hours per week.

0118.2 In the event professional service personnel are assigned instruction responsibility, they shall have one preparation hour for each contact hour of instruction, and will schedule and be accountable for these hours which shall be scheduled during normal working hours by the faculty member.

0119 Duty Hours. Technical Instructional Assistants:

0119.1 Shall be accountable for forty (40) hours a week, five eight-hour days assigned duties.

0119.2 On a weekly schedule, all eight-hour shifts shall be within a twelve (12) hour time lapse on a daily basis and within a forty-eight (48) hour time lapse on a weekly basis.

0119.3 Compensation. See Appendix "C".

0119.4 No technical instructional assistant shall be assigned to a laboratory which has more than one class requiring his supervision.

0119.5 All hours above forty (40) hours in any one week shall be paid at the rate of one and one half (1½) times their regular hourly rate.

0119.6 Shall work for forty two (42) weeks, to be scheduled as needed between September 1 and July 30.

0120 Duty Hours. Technical Service Personnel:

0120.1 Shall be accountable for forty (40) hours a week, five eight-hour days assigned duties.

0120.2 On a weekly schedule, all eight-hour shifts shall be within a twelve (12) hour time lapse on a daily basis and within a forty-eight (48) hour time lapse on a weekly basis.

0120.3 Compensation. See Appendix "C".

0120.4 All hours above forty (40) hours in any one week shall be paid at the rate of one and one half (1½) times their regular hourly rate.

0120.5 Shall work for forty two (42) weeks, to be scheduled as needed between September 1 and July 30.

0121 Field Trips. Transportation. The institution shall make every effort to supply transportation for all field trips.

0121.1 Definition of a Field Trip. A field trip shall be defined as any educational activity which requires students and faculty members to leave the campus.

0121.2 If the institution requests in writing that the faculty member use his own transportation and the faculty member agrees, he shall be reimbursed at the rate of thirteen cents ($.13) per mile.

0121.3 If the faculty member prefers to use his own car rather than the institution vehicle, he shall do so and his reimbursement shall be thirteen cents ($.13) per mile.

0121.4 In any event, the institution shall provide travel-accident liability insurance of at least $100,000.00 whenever the faculty member is required to drive on such instruction business.

0121.5 Mileage shall be paid at the rate of thirteen cents ($.13) per mile when the faculty member's assignment necessitates travel.

0121.6 Faculty members who teach off campus shall have their [illegible] hours reduced by travel time.

0122 Attendance at Institution Functions.

0122.1 Faculty attendance is required at one (1) institution-sponsored function or activity during the year.

0122.2 Faculty members attending those functions for which academic attire is required shall have said attire furnished and paid for by the institution.

0123 Faculty Schedules and Other Assignments.

0123.1 Faculty schedules shall be developed by the faculties in each division by procedures determined by each division.

0123.2 Administrative officers of the institution who wish to teach may do so by and in coordination with the division involved. In no event shall such teaching exceed six (6) contact hours per registration period, and in no event shall it be for extra compensation.

0123.3 Any full-time faculty member who is assigned duties in more than one division shall have full voting rights in all divisions in which he serves.

0124 Curriculum Committee.

0124.1 A Curriculum Committee shall be established with the ratification of this contract. Membership of the Curriculum Committee shall include faculty members, administrators, and students. In no case shall any one group constitute a majority membership on the committee. The function of the Curriculum Committee shall be to review current curriculum requests, course proposals, and to survey the needs of the students for curriculum requests to the Board.

0124.2 The Curriculum Committee shall be a permanent standing committee and shall function for the duration of this Agreement. The committee shall meet at least once each semester and develop its own rules and procedures.

0124.3 This committee shall hold an organizational meeting within thirty (30) days after ratification of this contract.

0125 Faculty Member Rights.

0125.1 The faculty members shall have the right to teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or harassment which would impair their teaching. There shall be no restrictions which would impair the faculty members' ability to present their subject matter.

0125.2 A faculty member should follow curriculum syllabi when made available and present alternative views of controversial issues. The presence of any communications device during the meeting of a class shall be subject to his permission.

0126 Public Sector. The activities of any member of the bargaining unit while in the public sector shall not affect in any way his employment with the institution even where such activities may involve the citizen's right to criticize the operation of the institution.

0127 Program Leaders. In the event the administration determines that a Program Leader is necessary for coordination of any program area, Program Leaders must be selected from the instructional staff. Program Leaders must be:

0127.1 Full-time instructional personnel and maintain a maximum teaching load.

0127.2 Compensated for these additional duties in the amount of at least ten per cent (10%) of his base salary, but no more than twenty-five per cent (25%) of his base salary.

0128 Occupational Advisory Committees. One faculty member will be assigned to each occupational advisory committee as approved by the Board and said faculty member will be compensated at $300.00 per Collegeyear for these services. No faculty member will serve more than two (2) consecutive years on an advisory committee for which he receives compensation without a lapse of one (1) year. Duties associated with advisory committees will be assigned by the appropriate supervisor. The faculty member and the appropriate supervisor will file a report with the dean of the committee's activities by June 15. Remuneration for committee assignments will be made no later than June 30 of the fiscal year in which the service was provided. This provision encourages other faculty to serve voluntarily on occupational advisory committees; however, only one faculty member will receive remuneration. This provision respects other college advisory committees the Board may wish to formalize. Occupational advisory committees shall meet a minimum of four (4) times a year.

0129 Advising: Occupational Program. Each student electing an occupational program leading to an Associate Degree or an Occupational Certificate will be assigned to a faculty member qualified in the student's elected course of study, for the purpose of advising. The faculty member will tailor a program to fit each student's needs based on the student's work experience, interests, ambitions, qualifications, and ability.

0130 Sponsorship of Student Activities.

0130.1 Sponsorship of all clubs and organizations originated by students shall be on a voluntary basis.

0130.2 Faculty assignments covering student non-classroom activities which are originated by the institution will require reimbursement as established by a schedule of additional duties.

0131 Citizenship Rights. Faculty members shall be entitled to full rights of citizenship and no religious and political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such faculty member. The private, personal life of a faculty member is not within the authority of the Board.

0132 Non-Discrimination. The Board shall not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in, or lawful activities on behalf of the Association. The Board shall not discriminate in respect to any terms or conditions of employment of any employee covered by this Agreement because of membership in, or lawful activity on behalf of the Association, nor will it discourage or attempt to discourage membership in the Association. The Board and the Association further agree that there shall be no discrimination with respect to training, assignment, promotion, transfer, discipline, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, political affiliation, age, or marital status.

0200 Personnel Procedures (covered in Memorandum of Understanding).

0201 Personnel Procedures: Professional Instructors (covered in Memorandum of Understanding).

0202 Personnel Procedures: Technical Service and Instructional Assistants (covered in Memorandum of Understanding).

0203 Personnel Files: Access.

0203.1 Employee Files. Each member of the bargaining unit will have on file in the Personnel Office a personnel file. Only this file will be considered as the official personnel file for the member. Faculty members shall have access to all employee performance information. No other file of personnel matters will be maintained by the institution.

0203.2 Nothing will be placed in a faculty member's official personnel file unless he has had an opportunity to examine it and has been offered an opportunity to submit a written response.

0203.3 Each faculty member may review the contents of his personnel file with the exception of confidential pre-employment information. An officer of the Association may, at the written request of the faculty member, accompany him in such a review. The review will be conducted only in the presence of the administrator(s) responsible for the safekeeping of the personnel file. In the event of the administrator's absence, he will appoint someone to act in his behalf.

02 04 New Appointees.

02 04.1 A newly appointed faculty member will be given a probationary contract of one semester, or the equivalent. No later than the eighth week of the probationary period all probationary faculty members shall receive a written performance review by their immediate supervisor. In the event of an unsatisfactory report at eight weeks, the probationary faculty member shall be entitled to another written performance review by the end of an additional four-week period. Probationary employees shall be made aware at the time of their employment of the rules, regulations, procedures, and other objectives they are required to meet as faculty members of the College.

02 04.2 The Board agrees to furnish the Association with a copy of all performance reviews. No probationary faculty member shall be terminated without at least two written unsatisfactory performance reviews by their immediate supervisor.

02 04.3 If retained at the end of the probationary period, the faculty member will be granted a continuing contract.

0205 Continuing Contracts. On successful completion of a probationary period, all faculty members shall be given continuing contracts. These continuing contracts shall be issued annually on or before February 15.

0206 Termination. Faculty members on continuing contracts may be terminated for just cause only and all Board rules, regulations and evaluation or performance must be applied in a manner which is not arbitrary, capricious, or without basis in fact. In the event of termination of a faculty member on a continuing contract, the Board shall, at time of termination, give to the faculty member and to the President of the Association a list of the charges and reasons for such termination.

The faculty member shall have adequate time, up to forty-eight (48) hours, to arrange counsel with the Association. In the event of termination of any faculty member on continuing contract, the parties agree to waive all steps of the grievance procedure and submit the issue directly to binding arbitration.

0207 Progressive Discipline.

0207.1 Progressive discipline, for the purpose of this contract, shall be defined as: Disciplinary action taken for corrective purposes. Therefore, disciplinary action shall generally follow the pattern of oral reprimands and written reprimands prior to termination.

0207.2 Termination shall occur only for similar or like repeated offenses of a minor nature or for a major violation of College rules or regulations.

02 08 Evaluation of Performance.

02 08.1 Any evaluation of conduct or performance of duties of any faculty members that could result in a reprimand or disciplinary action shall be made known to the faculty member and to the Association in writing.

02 08.2 Any evaluation of classroom performance or student-related professional responsibility shall be with the full knowledge of the faculty member and all written data concerning such evaluation shall be made known to the faculty member.

02 08.3 All faculty members on continuing contract shall have the right to grieve any reprimand or disciplinary action or any performance evaluation that could result in loss of any professional advantage. Faculty members and the Association shall have access to all files and records concerning faculty member performance, including those kept by the faculty member's immediate supervisor.

02 08.4 Any faculty member assigned to duties outside of his primary responsibility shall not have his performance of such duties used in any evaluation for continued employment. No faculty member shall be required to perform any duties which are unsafe or demeaning to his professional status.

0209 Seniority Date. Seniority date shall be the first day of employment at the College as a full-time faculty member of the bargaining unit.

0250 DIVISION PROCEDURES

0251 Participation. The immediate supervisor of each faculty division shall involve the faculty members of the division in formulating divisional policies and procedures in open and frank discussions concerning, but not limited to, such areas as course offerings, curriculum matters, divisional budget and personnel, assignment of duties within the division and on-going evaluation of divisional goals and objectives.

0252 Specific Involvement.

0252.1 Specifically included in divisional discussions shall be the determination of course offerings, teaching assignments, including off-campus and summer sessions, the extent and effectiveness of divisional faculty participation in the request for and recruitment and utilization of new faculty members.

0252.2 The divisional faculty members shall collectively review their divisional effectiveness in teaching, research, writing, creativity, and other professional activities. Participation shall be advisory in nature.

0253 Division Meetings.

0253.1 It is agreed that no classes will be scheduled Thursdays between 3:00 p.m. and 6:00 p.m. and that the first Thursday of each month, which is a faculty reporting day on the College calendar, will be set aside for Association meetings. It is further agreed that other Thursdays falling on faculty reporting days and during the same time period may be scheduled for division meetings and other College functions.

0253.2 Emergency meetings may be called only under procedures established by the division members. This time shall be counted in the twenty-five (25) scheduled hours and not in the additional fifteen (15) preparation and/or work-related hours.

0300 APPOINTMENTS, PROMOTIONS AND RELATED MATTERS

0301 Vacancies.

0301.1 Notice of any vacancy in a professional position at the College, administrative or teaching position, shall be circulated to the President of the Association, divisions, and posted on Association bulletin boards at least ten (10) days prior to its distribution elsewhere during the time the College is in session. When the College is not in session, a copy will be provided to the Association President.

0301.2 Any member of the faculty shall have the right to apply for any position which becomes vacant or new position which is offered.

0301.3 All members of the bargaining unit who are applicants for such openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

0302 Temporary Transfers. No faculty member shall be assigned outside of his division or to duties markedly different from those duties he was originally employed to perform, except as such assignment is necessary to provide a full schedule. In the event a reassignment is made and the faculty member objects to such reassignment, he shall perform such assignment subject to the grievance procedure. Any grievance filed under this section of the contract shall be heard as soon as possible under arbitration. All other steps of the grievance procedure shall be waived.

0303 Permanent Promotions. Any member of the bargaining unit who transfers out of the bargaining unit into an administrative position, and who then returns to a position within the bargaining unit within a period of one (1) year shall be considered in terms of seniority and all other rights and benefits due him under this contract to have continued in the bargaining unit during the time he held the administrative position.

0304 Transfer to Bargaining Unit. Any employee who was not previously a member of the bargaining unit who changes to a position within the bargaining unit shall receive seniority credit for years already spent in service to the College as applies to salary benefits only.

0305 Assignment Stability. Any faculty member or group of faculty members in the present collective negotiation unit whose classification is changed during the life of this Agreement, will remain in this unit for the duration of the agreement, except as promotions may occur to those classifications which are excluded by this contract. There shall be no group promotions by reclassification. In any event, the reclassification of any position shall occur only after agreement of the Board and the Association.

0306 New Personnel Positions. When new programs are created that generate personnel not covered by the terms of this Agreement, the Board agrees that it will negotiate with the Association on the basis of this Agreement to include or exclude such positions from the bargaining unit. In the event of failure to agree, either party may invoke binding arbitration.

0307 Reduction Procedures. No faculty member shall be displaced pursuant to a necessary reduction in staff unless there is a decrease in the number of fiscal-year equated students enrolled in the College, program changes, or financial conditions that necessitate such reduction over a period of two full fifteen-week semesters. Faculty members shall be notified of any such reduction on or before February 1 for reduction to become effective in the fall semester of that year.

0308 Order of Reduction. Staff reduction shall occur in the following order:

0308.1 Part-time personnel
0308.2 Probationary faculty members
0308.3 Technical Service Personnel
0308.4 Technical Instructional Assistants
0308.5 If after elimination of all personnel in categories 0308.1, 0308.2, 0308,3, 0308.4 above, this is not sufficient, full-time faculty members shall be reduced.

0309 Seniority Rights. In the event of reduction of full-time staff within a division, the faculty member with the least length of service within that division shall be displaced first. In the event of reduction when seniority is equal, qualifications and ability shall be the determining factors. A faculty member in one division may exercise his seniority rights by displacing a faculty member with less seniority in another division, provided that faculty member has three continuous years of College service and provided he meets the minimal qualifications including necessary licensing and state certification requirements where applicable. However, a faculty member may not displace any faculty member with more than three years' service in any division of the College.

0310 Reduction of Full-Time Staff. At no time shall any overall staff reduction of full-time contracts be undertaken if the College continues to hire part-time faculty, provided full-time faculty meet minimal requirements including necessary licensing and state certification requirements where applicable.

0311 Removal of Regular Offerings. If a catalog program or special course is removed from the regular offerings of the College, the full-time faculty members involved with the program will be given notification in the fall semester of the tentative cancellation.

0312 Reappointment. Available positions will begin with those faculty whose contracts were cancelled last and run in reverse order through the list of those whose contracts were cancelled first provided those faculty meet minimal requirements including necessary licensing and state certification requirements where applicable.

0313 Notification of Reappointment. Faculty members whose contracts have been cancelled shall be offered a letter of intent at least ninety (90) days prior to the date of reappointment. This shall be done by registered mail at the faculty member's official place of residence. The faculty member shall accept or reject the position within thirty (30) days. A faculty member shall do so by registered mail to the College. If he accepts the position, he shall receive a written contract immediately upon acceptance.

0314 Continuation of Benefits.

0314.1 Faculty members who are laid off shall have benefits paid for a period of time. Faculty members with less than three (3) years of service with the College shall have all fringe benefits continued for a period of one month.

0314.2 Faculty members with more than three (3) years of service with the College shall have fringe benefits continued for a period of three (3) months.

0314.3 Faculty members with less than three (3) years of service with the College shall remain on layoff status for a period of one (1) year from the date of layoff.

0314.4 Faculty members with more than three (3) years of service with the College shall remain on layoff status for a period of two (2) years from the date of layoff.

0400 FACULTY PROTECTION AND ASSISTANCE

0401 Institution Bookstore. Supplies and equipment stocked in the bookstore will be provided to the faculty at cost.

0402 Reimbursement for Emergency Job-Related Medical Cost. The Board shall reimburse faculty for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of his employment. This amount shall be limited to $250.00.

0403 Reimbursement for Loss or Damage. The Board shall reimburse faculty members for costs and/or loss, damage, or destruction of clothing or personal property of the faculty member while on duty in any campus building, on campus premises, or on an institutional-sponsored activity. Personal property must be logged with the with the Business Office and be required for College activities. Loss will be limited to $200.00. Clothing loss, damage, and destruction will be subject to $10.00 deductible; maximum loss is $200.00. Such losses must not be due to negligence of the faculty member.

0404 Dependent Tuition Waiver. Faculty dependents (including husband, wife, children or legally adopted children) shall be granted entrance for credit to any classes for which they meet entrance requirements, and tuition shall be waived.

0405 Faculty Tuition Waiver. Faculty members will be granted entrance, credit, and waiver of tuition to any classes they desire so long as there is no conflict with their own assignment.

0406 Teaching Facilities. The Board shall provide office space and make every effort to provide necessary supplies and equipment for each faculty member.

0406 Teaching Facilities (continued)

0406.1 Faculty members will be provided secretarial services on an equitable basis. Such services shall include College-related typing and duplicating services and other normal office duties.

0406.2 Members of divisions, along with their secretaries shall be centrally located in the same office area if possible within space available.

0407 Classrooms and Equipment. The Board shall provide classrooms and laboratory space, supplies, and equipment for each faculty member.

0407.1 Gym equipment and tank suits for physical education instructors, smocks for art instructors, laboratory coats for laboratory science instructors, and appropriate protective apparel for instructors of occupational areas. Weekly laundry service for all of these items shall be provided without charge to faculty members.

0407.2 Learning Resource Center personnel shall provide supportive services including, but not limited to: transportation and operation of equipment and materials, routing of appropriate materials as feasible.

0407.3 Faculty members shall have unrestricted use of Learning Resource Center materials.

0408 Legal Counsel and Defense Against Suit. The Board shall provide legal counsel for any faculty member at no cost to the faculty member for any job-connected situation wherein the faculty member shall require legal counsel. In the event any civil or criminal action is brought against any faculty member in conjunction with his assigned responsibilities to the Board, the Board shall provide counsel and such other assistance, as appointed by the Board, as may be required in the faculty member's defense.

0409 Faculty Parking. The Board shall provide adequately lighted off-street parking facilities in close proximity to the buildings.

0410 Assault.

0410.1 When absence arises out of, or from assault or injury related to faculty members' performance of duty, faculty member shall not forfeit any sick leave or personal leave.

0410.2 Reporting Assault. Faculty members shall immediately report cases of assault suffered by them in connection with their employment to their dean.

0410.3 Forwarding Information. Such notification shall be immediately forwarded to the appropriate institution dean, who shall comply with any reasonable request from the faculty member for information in the possession of the administration relating to the incident or the persons involved, and shall act in appropriate ways as liaison between faculty, the police, and the courts.

0411 Health Services.

0411.1 Physical Examinations. Examinations required by law or the Board shall be paid for by the Board. Selection of the physician to make such an examination shall be made by the Board.

0411.2 Preventive Services.

a. The Board shall arrange to have TB examinations provided free of charge annually to all faculty members.

b. The Board shall arrange to provide free flu shots annually to all members of the faculty.

0412 Message Center. Each faculty office area will provide a message center service from 8:00 a.m. to 5:00 p.m. daily. After 5:00 p.m. the main switchboard will provide message center service.

0413 Faculty Lounge. The Board shall provide a faculty lounge in the present library preparation room of the College's Exact Science Building. Such lounge shall be furnished in an adequate fashion.

0500 BENEFITS

0501.1 Life Insurance.

a. The Board of Trustees will provide term insurance for each faculty member of value twice his current annual contract salary.

b. Faculty member shall have the right to buy additional insurance for himself at the cost of such additional insurance to the College.

0501.2 Liability Insurance - The College will provide each faculty member with liability insurance coverage of $500,000.

0501.3 Hospitalization, Surgical, Medical, and Master Medical Insurance. The College provides these coverages for each faculty member and members of his immediate family in accordance with the Blue Cross-Blue Shield MVF-2 Plan with F rider.

0501.4 Long Term Disability Insurance. Long-term disability insurance coverage is included with the life insurance on the same basis with the Board paying premiums on an amount equal to the following schedule and the faculty member having the option of purchasing like amounts along with the life insurance. This coverage is effective six (6) months after a disability as long as the faculty member remains totally disabled as provided for under the terms of the insurance carrier's policy.

Employee Classification Annual Earnings	Monthly Disability 65 Benefits
$25,000 and over	$650
$23,000 - $25,000	$600
$21,000 - $23,000	$550
$19,000 - $21,000	$500
$17,000 - $19,000	$450
$15,000 - $17,000	$400
$13,000 - $15,000	$350
$11,000 - $13,000	$300
$ 9,000 - $11,000	$250
$ 7,000 - $ 9,000	$200
$ 5,000 - $ 7,000	$150
Less than $5,000	$100

0501 Insurance (continued)

0501.5 Travel Accident Insurance. The Board provides travel accident coverage for each faculty member while traveling on authorized College business away from the campus. The beneficiary is the faculty member's family as designated and the coverage per faculty member is $100,000.

0502 Unemployment Compensation. In the event members of the bargaining unit are covered by unemployment insurance as a result of legislation, it is understood thatsuch coverage shall apply to members of the bargaining unit who are covered by an annual contract with the Board when their services are discontinued by applying the layoff procedures of this Agreement.

0600 COMPENSATION

0601 Salary Determination. All faculty members are to be appropriately placed within the salary structure of the institution as specified in Appendix "B" of this Agreement. Experience, education, and other qualifications shall be applied equally.

0602 Salary Payment.

0602.1 The salary of each faculty member shall be paid every other Friday. When a normal payday occurs on a day when school is not in session, such payday shall be the last reporting day.

0602.2 A faculty member may elect initially to have his salary paid in either 24 payments covering 48 calendar weeks (42 College calendar weeks) or 26 payments covering 52 calendar weeks. A faculty member who teaches during the first 6-week session shall notify the payroll office by April 1 if he wishes to have his salary payments completed by the end of the first 6-week session.

0602.3 A faculty member may elect to have his checks mailed.

0603 Equal Compensation. The compensation structures as specified in Appendix "B" shall be applied equally and without prejudice. In no event shall the compensation level as equated to load be less for one registration period than for another, including six-week session.

0604 Compensation Due to Chargeable Leave. When the faculty member on leave is charged with leave because of his absence from duty, the faculty member fulfilling the teaching obligations shall be compensated at the voluntary overload rate as provided elsewhere in the contract (0113 Overload) if the College elects to cover the position.

0605 Compensation for Coaching Duties.

Position	Amount to be Paid
A. Head Baseball Coach	$1,000.00
B. Assistant Baseball Coach	$ 800.00
C. Head Basketball Coach	$1,500.00
D. Assistant Basketball Coach	$1,000.00
E. Cross Country Coach	$ 500.00
F. Golf Coach	$ 500.00
G. Head Track Coach	$1,000.00
H. Assistant Track Coach	$ 800.00
I. Cheerleader Coach	$ 500.00
J. Tennis Coach	$ 700.00

0606 Association Security. All members of the bargaining unit shall elect to join the WCCEA, MEA, NEA, NFA, or pay a fee equivalent to the dues of the WCCEA, MEA, NEA, NFA to the Association upon completion of their probationary period. Present faculty members who fail to meet this requirement shall be discharged at the end of the semester in which the Board is notified by the Association of non-compliance. The Association agrees to save and hold harmless the Board from all legal costs, salary payments or other financial liability incurred as a result of application of this section.

0607 Remittance of Dues. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or representation fee, the Board agrees promptly to remit said sums upon direction of the Association.

0608 Requests for Deductions. Faculty members may, by executing the proper form as provided by the Board, have automatic payroll deductions for the following:

0608.1 The United Profession Dues, the Association, its State affiliation, and national affiliation.

0608.2 Government Bonds.

0608.3 Credit Union.

0608.4 Annuities.

0608.5 Such others as shall be mutually agreed upon by the Association and the Board.

0700 RETIREMENT PROCEDURES

0701 Retirement. Retirement shall be at the discretion of the faculty member. There shall be no mandatory retirement age.

0800 LEAVES AND VACATIONS

0801 Sick Leave. Full-time faculty members are allowed to accumulate one (1) sick day per contracted month. The unused portion may accumulate without limit. Faculty members will be advanced these days of credit upon first reporting date of the fall semester. A bank of sick days equal to three (3) times the number of full-time contractual faculty members will be established by the Board for each year but non-accumulative from one year to the next, such bank to be established on the first reporting day of the fall semester, to be used for serious illness beyond the accumulated sick leave of an individual full-time faculty member. Sick days from the bank will be allocated at the discretion of a faculty committee appointed by the President of the Washtenaw Community College Education Association.

0802 Leaves of Absence for Personal Illness. Leaves of absence without pay or fringe benefits for personal illness or poor health shall be granted for a period of up to one year and may be extended from year to year by the Board.

0803 Bereavement Leave. Faculty members will be granted five (5) days leave for bereavement in the event of a death of a member of the immediate family: husband, wife, son, daughter, father , mother, father-in-law, mother-in-law, brother, sister, or a relative living in the immediate household, for the purpose of attending the funeral or making necessary arrangements. In the event of the death of a close member of the extended family, this leave time may apply at the discretion of the personnel officer. Each such case shall be re-decided on the basis of that case and no previous decisions on similar cases shall set precedence.

0804 Personal Business Leave. Absence to conduct personal business or to respond to personal emergencies will be allowed up to five (5) days per contract year, but not to exceed two (2) consecutive days. In the event of need to use personal leave time for bereavement, the two (2) consecutive day limit will be waived.

0805 Jury Duty. The faculty member shall be excused from work for jury service or if he is subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. The amount of the faculty member's contractual salary will be assured. The College will pay the faculty member's full contractual salary. The faculty member shall submit a check for compensation received on jury duty or a subpoena as a paid witness. Such leave shall not be deducted from sick leave or other leave. All benefits shall continue.

0806 Leave for Public Service.

0806.1 A leave shall be granted to a faculty member who is elected or appointed to a political office which requires his absence from duty at the institution for the term of office or period of appointment without pay or fringe benefits for a period of up to two (2) years and may be renewed by the Board on a year-to-year basis, provided the faculty member notifies the Board sixty (60) days prior to the expiration date of such leave.

0806.2 A leave of absence shall also be granted to a faculty member for not less than four (4) months and up to one (1) year provided the faculty member notifies the Board sixty (60) days in advance for the purpose of campaigning for political office, without pay or fringe benefits.

0807 Military Leave. A military leave of absence will be granted to any faculty member of the College in the event of induction or voluntary enlistment into the armed forces for extended active duty. No salary or collateral benefits will be allowed for extended leave. When a faculty member must take temporary military duty, but not extended duty, and this leave falls within a contracted period, the Board of Trustees shall compensate the faculty member for the difference between the contractual salary and military pay and allowances for the leave period. The College shall continue its normal contribution to insurance and other fringe benefits during the temporary period for military leave. Leaves accumulating in excess of ninety (90) calendar days are considered as extended military leaves. Credit shall be allowed on salary schedule for military leave up to a maximum of four (4) years.

0808 Special Training or Advanced Education Leave.

0808.1 Upon his written agreement, a faculty member may be given special training or educational leave by the Board to prepare for special programs or curriculum projections of the institution which call for specialists not currently on staff. In such cases, the institution shall meet all costs of such training or education including housing and transportation and will continue all faculty benefits to which the faculty member would be entitled were he serving on campus.

0808.2 Benefits. Benefits only will be provided for faculty members on approved advance study leaves as provided for with other leaves in this contract. The value of the benefits shall be based on the face value of the current full-time contract held by the faculty member at the time the leave was approved. The benefits will be paid only up through the first year of approved leave and the faculty member must agree to return to the College for one full year after the leave is completed. If he does not return for the one full year, he will return to the College all sums contributed to his benefits during the leave period.

0809 Sabbatical Leave.

0809.1 Sabbatical leaves will be granted to eligible faculty for one (1) and two (2) fifteen-week semesters for the purpose of resident study, travel, or other purposes designated to improve the service of the faculty member to the College. All sabbatical leaves shall be approved by the Board.

0809.2 Sabbatical leave shall be granted upon completion of five (5) satisfactory full-time uninterrupted years of service. Absence from the summer session or leaves for professional improvement will not interrupt years of service. A leave granted under the provision of this rule for a period of one (1) College year or for any less period shall be a bar to any further leave hereunder until he is credited with at least five (5) years additional continuous service.

0809.3 The application for leave shall contain a definite statement of the plan for resident study, travel, or other activities. The application for sabbatical leave will be filed with the Sabbatical Leave Committee through the College's personnel office on or before April 1st for leaves scheduled to start the next academic year. If leaves remain after the initial granting of sabbatical leaves in May, or additional leaves are made available after the beginning of the fiscal year, the Sabbatical Leave Committee will accept additional applications on or before October 1st for leave to be granted beginning the second semester of the College year. These leaves may be granted for one (1) fifteen-week semester at full pay or two (2) fifteen-week semesters at half pay. The Sabbatical Leave Committee will inform the applicant of the status of his application not later than thirty (30) reporting days after the submission deadlines. Eligible faculty members whose applications are not acted upon favorably will be required to resubmit their applications for future consideration.

0809 Sabbatical Leave (Continued)

0809.4 The Sabbatical Leave Committee will be made up of five (5) members of the College faculty and the College personnel officer who is ex-officio.
The five (5) members will be drawn as follows:
three (3) faculty members appointed by the Association (one (1) each elected from the three (3) major divisions of the College) and two (2) administrators (one (1) being at the dean's level). Committee appointments will run for one (1) and two (2) years. Only one faculty member and one administrator will be appointed to a two-year term in any one year, and no one faculty member or administrator shall serve more than one one-year term and one two-year term consecutively, nor more than two one-year terms consecutively.

0809.5 It will be the responsibility of the personnel office to receive applications. The Sabbatical Leave Committee will consider all applications submitted by eligible faculty. The Committee will not be bound to consider applications not meeting the filing dates. The merit of the applicant's proposal will solely govern the Committee's decision. Where the merit for two applicants is equal, the decision will be based on seniority.

0809.6 Eligible faculty will submit their applications not later than April 1st of each year for the following academic year. For the academic year 1972-73, a minimum of four (4) fifteen-week sabbaticals, or their equivalent, shall be available and granted if eligible faculty apply. Such sabbatical units shall be granted at full pay and benefits. For the academic year 1973-74, a minimum of five (5) fifteen-week sabbaticals or their equivalent shall be available and granted if eligible faculty apply. Such sabbatical units shall be grantedat full pay and benefits.

0809 Sabbatical Leave (Continued)

0809.7 Upon the expiration of leave granted pursuant to this section and upon presentation of evidence satisfactory to the Board showing full compliance with its terms and conditions the faculty member shall be returned to full active status.

0809.8 Before any leave is granted under this section, the faculty member shall agree in writing that in the event that he fails to return to service at the expiration of such leave and to teach in the Washtenaw Community College for a period of at least one year thereafter, he shall refund all sums of money paid him by the Board during said sabbatical leave.

0809.9 When a leave is granted under this section, the absence shall not be construed as a break in service for any purpose.

0809.10 Faculty members on sabbatical leaves are not eligible for supplementary contracts at Washtenaw Community College during the sabbatical leave period. The College shall guarantee employment for one (1) of the six (6) week sessions to faculty members on sabbatical leaves. However, no faculty member on sabbatical leave shall be required to teach either of the two (2) six-week sessions provided he waives pay for such period.

0810 Leave for Education. Leave for work experience in education, business, industry, and/or government may be granted for a maximum of one (1) year. The leave may be extended for one (1) additional year upon receipt of a written request from a faculty member and approval of the Board. Requests for extension must be made sixty (60) days prior to the termination of the faculty member's current leave. Such leave shall be without pay or fringe benefits.

0811 Professional Improvement. Up to five (5) scheduled days in each academic year will be available for each professional instructor to attend professional meetings. Each professional instructor will be allowed $150 per year for professional meetings.

0812 Maternity Leave. A maternity leave shall be granted without pay. Maternity leave requests must be filed not later than the fourth (4th) month of pregnancy. A doctor's statement, stating the expected delivery date and certification by a doctor that she is physically capable of performing her teaching duties, must accompany the written request. The faculty member shall be entitled to return from such leave no sooner than six (6) weeks following the delivery and upon certification by a doctor that she is physically capable of performing teaching duties. Upon making request to the Board, a maternity leave may be renewed for a period of one (1) year. Faculty members may qualify for a maternity leave for the purpose of adopting a child.

0813 Continuation While on Maternity Leave. All fringe benefits under this contract to which the faculty member would have been entitled had she not been on unpaid leave will be continued for one (1) year for those on maternity leave.

0814 Leave for Professional Organization Service. A leave to serve in a professional organization may be granted for a maximum of one (1) year. The leave may be extended for one (1) additional year by written request of the faculty member and approval of the Board. Requests for extension must be made sixty (60) days prior to the termination of the faculty member's current leave. Such leave shall be without pay or fringe benefits.

0815 Mutual Consent Leave. Mutual consent leave may be granted to a faculty member upon his request if it is mutually agreeable to the faculty member and the Board. Such leaves may be granted for not less than one semester nor more than two semesters. At the end of the leave period, the faculty member will be able to return to his former position or similar position without prejudice. Such leave may or may not be without pay and fringe benefits.

0816 Credit for Leave. One (1) year of credit on the salary schedule shall be granted for all Board approved leaves, excepting professional organization, public service, or political campaign leaves.

0817 Privilege of Faculty to Buy Benefits. For those unpaid leaves which do not provide for the continuation of benefits during the leave, the Board shall make provision forthe faculty member to continue any or all such benefits at his own expense.

0818 Repayment Requirement. In the event any faculty member receives benefits at institutional expense while on unpaid leave and does not return to the institution for duty at the end of such leave, he shall reimburse the institution for such expenses. The Board may require a signed statement to such effect prior to granting of any such leave. This requirement may be waived at the Board's option.

0900 GRIEVANCE PROCEDURE

0901 Grievance Definition. A grievance is defined as an alleged violation of an article or section of this Agreement or of any existing rule or regulation. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally without the intervention of the Association or its representative, as long as the adjustment is not inconsistent with the terms of this Agreement. Written notice will be given to the Association at least forty-eight (48) hours prior to any and all grievance hearings. The Association shall have the right to attend all such hearings, and to state its views.

0902 Grievance Procedure. Within ter (10) teaching days of the time a grievance arises, the faculty member either directly or accompanied by his Association Representative will present the grievance to his immediate supervisor. Within five (5) teaching days after presentation of the grievance, the immediate supervisor shall give his answer orally to the faculty member.

0902.1 Step One.

A. Within five (5) days of the oral answer, if the grievance is not resolved it shall be stated in writing, signed by the grievant and lodged with the immediate supervisor on the form provided.

B. The "Statement of Grievance" shall name the faculty member(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the faculty member and of the Association with respect to these provisions, and shall indicate the specific relief requested.

C. Within five (5) teaching days after receiving the grievance the immediate supervisor shall communicate his answer in writing to the grievant and the Association Representative.

0902 Grievance Procedure (Continued)

0902.2 Step Two.

A. If the grievance is not mutually resolved in Step One, the grievant may within ten (10) teaching days of receipt of the immediate supervisor's answer, submit to the President of the College a written "Statement of Grievance" signed by the grievant.

B. The President of the College, or his designated representative, shall give the Association Representative an answer in writing no later than ten (10) teaching days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by written mutual agreement of the President of the College and the Association.

0903 Grievance Appearance and Representation.

0903.1 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.

0903.2 The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance and/or arbitration meeting.

0903.3 If the grievance arises from an action of authority higher than the immediate supervisor, the faculty member may present such grievance at Step Two of this procedure.

0903.4 No reprisals of any kind will be taken by the Board or its agents against any agrieved person, any part in interest, or any Association Representative, or any other participant in the grievance procedure by reason of such participation.

0903 Grievance Appearance and Representation (Continued)

0903.5 A faculty member may be represented at all stages of the grievance procedure by himself, or at his option, by an Association Representative. If a faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

0903.6 If, in the judgment of the Association, a grievance affects a group or class of teachers, the grievance committee may initiate and submit such grievance in writing to the President of the College directly and the processing of such grievance will be commenced at Step Two.

0904 Grievance Time Limits.

0904.1 Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.

0904.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall automatically move the grievance to the second step of this procedure. The President, or his designee, must answer in writing within the specified time limits provided.

0904.3 Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the Board agent's answer at the previous step.

0904.4 Failure of the President, or his designee, to answer the grievance in writing within the time limits shall grant the Association the relief requested.

0904.5 Calendar days shall replace teaching days during the summer session.

0904.6 In the event a grievance is filed and cannot be processed by the end of the College year, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

0905 Faculty Members' Legal Rights.

0905.1 Nothing contained herein shall deny to any instructor his rights under State or Federal Constitutions and laws.

0905.2 No probationary faculty member may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew his contract provided the following procedure is implemented:

A. Written notice of discharge at least fourteen (14) days prior to release.

B. Written charges must be presented to the probationary faculty member and the Association.

C. The probationary faculty member shall have the right to present his case in a hearing before the Board.

0906 Arbitration.

0906.1 Time Limit. Within forty-five (45) calendar days after receipt of the decision of the President, or his designee, the Association or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

0906.2 Powers of the Arbitrator. It shall be the function of the Arbitrator and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the articles and sections of this Agreement and any existing rules or regulation.

A. He shall have no power to add to, or subtract from, disregard, alter, or modify any of the terms of this Agreement.

B. He shall not require either party to commit an act that is contrary to law.

0906 Arbitration (Continued)

0906.2 C. The fees and expenses of the Abritrator shall be shared equally by the Board and the Association.

D. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator in this Agreement.

E. The Arbitrator shall not have power to award punitive damages.

0906.3 There shall be no appeal from the Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the faculty member or faculty members involved, and the Board. The Association, the Board, or its agents shall not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an Arbitrator; nor shall the Association, the Board, or its agents or members by any other means attempt to bring about the settlement of any grievance; nor shall the Association, the Board, or its agents appeal any decision of any court or labor board to an Arbitrator under this procedure.

1000 MISCELLANEOUS

1001 Items of Mutual Concern. Representatives of the WCCEA and Board representatives shall meet at least once monthly at a time mutually acceptable to discuss problems of mutual concern, contract implementation and other information.

1002 Waiver Clause.

1002.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment, or memorandum of understanding, to this Agreement.

1002.2 Any individual contract between the Board and an individual faculty member heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

1002.3 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

1002.4 The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement.

1003 Duration of the Agreement. This contract shall be effective as of September 1, 1971, and shall continue in effect until August 31, 1973. This Agreement supersedes and cancels all previous agreements between the parties, oral or written, and shall constitute the entire agreement between the parties.

1004 Subsequent Contract. Negotiations for a subsequent contract shall begin at least ninety (90) days prior to expiration of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

Marguerite Eaglin
President, WCCEA

Bruce A. Welch
Chief Negotiator

Roger R. Bunting
Secretary, WCCEA

WASHTENAW COMMUNITY COLLEGE

Richard C. Creal
Vice Chairman

Anthony J. Piccinini
Secretary

J. Thomas W. Hill
Chief Negotiator

APPENDICES

Appendix A	College Calendar
Appendix B-1	Professional Compensation (Instructors)
Appendix B-2	Provisions for Initial Point Allocation
Appendix B-3	Point Additions: Service, Academic Work
Appendix C	Compensation for Technical Instructional Assistants and Technical Service Personnel
Appendix D	Personnel Procedures

APPENDIX A

COLLEGE CALENDAR

August 30, 1971		New Staff
August 31		Staff Report
September 1		Classes Start
September 6		Labor Day
October 11		Columbus Day
October 25		Veteran's Day
November 25-26		Thanksgiving Holiday
December 18	12:00 noon	Classes End
December 18	12:01 p.m.	Grades Due
January 4, 1972		Classes Start
February 21		President Day
March 31		Good Friday through April 8 Spring Br
April 10		Classes Resume
April 22		Classes End
April 22	12:01 p.m.	Grades Due
April 24-27		Faculty Days
May 1		Classes Start (1st Summer)
May 29		Memorial Day
June 10		Classes End (1st Summer)
June 10	12:01 p.m.	Grades Due
June 19		Classes Start (2nd Summer)
July 4		Independence Day Holiday
July 29		Classes End (2nd Summer)
July 29	12:01 p.m.	Grades Due

COLLEGE CALENDAR 1972-73

FALL SEMESTER 1972

Monday, August 28, 1972		New Staff Report
Tuesday, August 29		Staff Report
Wednesday, August 30		Classes Start
Monday, September 4		Labor Day Holiday
Monday, October 9		Columbus Day Holiday
Monday, October 23		Veterans Day Holiday
Thurs. Fri. Sat., November	23, 24, 25	Thanksgiving Holiday
Saturday, December 16	12:00 noon	Classes End
Saturday, December 16	12:01 p.m.	Grades Due

WINTER SEMESTER 1973

Tuesday, January 2		Faculty Report
Wednesday, January 3		Classes Start
Monday, February 19		President's Day Holiday
Saturday, April 14	12:00 noon	Classes End
Saturday, April 14	12:01 p.m.	Grades Due
April 16 - 21		Spring Break
April 25, 26, 27		Faculty Days

SPRING SESSION 1973

Monday, April 30		Classes Start
Monday, May 28		Memorial Day Holiday
Saturday, June 9	12:00 noon	Classes End
Saturday, June 9	12:01 p.m.	Grades Due

SUMMER SESSION 1973

Monday, June 18		Classes Start
Wednesday, July 4		Independence Day Holiday
Saturday, July 28	12:00 noon	Classes End
Saturday, July 28	12:01 noon	Grades Due

APPENDIX B-1 PROFESSIONAL COMPENSATION (INSTRUCTORS)

A point allocation chart has been prepared for each member of the bargaining unit. The total number of points held by each member places him at a step on the salary schedule.

Salary Schedule

Points	1971-72	1972-73
5-9	8,400	$ 8,400
10	8,800	8,800
11	9,200	9,200
12	9,600	9,600
13	10,100	10,100
14	10,600	10,800
15	11,000	11,200
16	11,400	11,700
17	11,900	12,200
18	12,400	12,700
19	12,900	13,200
20	13,400	13,700
21	13,900	14,200
22	14,400	14,700
23	14,900	15,200
24	15,400	15,800
25	15,900	16,300
26	16,400	17,000
27	17,600	18,700

Any person appointed to a position falling within the bargaining unit after June 30, 1971 will be credited with no more than twenty-four (24) points under the following provisions.

Those appointed in 1971-1972 will move forward one (1) step on the scale for 1972-1973. Anyone appointed in 1971-72 will be placed at the appropriate step on the 1971-72 scale.

APPENDIX B-2 PROVISIONS FOR INITIAL POINT ALLOCATION

Each faculty member at initial placement shall be given credit for:

1. Educational attainment
   a. Special technical training shall be converted by:
      Classroom hours/18 = credit hours
      Credit hours/24 = years attainment
      Two points per year
   b. Formal academic training shall be converted by:
      Undergraduate credit hours/30 = years
      Undergraduate level credit hours after BA degree/30 = years
      Graduate level credit hours/24 = years
      Two points per year

2. Experience
   a. Work experience related to the teaching, counseling, or service area
      One point per year
   b. Teaching experience
      One point per year

3. Certificates, licenses, etc., when connected with the teaching area or area where the instructor has responsibility
   a. Journeyman's card — One point
   b. Master's card — One point
   c. Technician's or Operator's license — One point
   d. Teaching certificate — One-half point

APPENDIX B-3 POINT ADDITIONS: SERVICE, ACADEMIC WORK

In addition to earning one (1) point for experience at the College for each year of service, a faculty member may earn one (1) additional point, but no more, by submitting proof of completion of additional educational attainment after the date of his initial placement in the amount of one (1) point according to the formulas in 1(a) and 1(b) above. A point will not be added for less credit than that allowed in the formulas.

Notification and proof of the credit earned must be given to the personnel office on or before October 1 of each year. Notification and proof of the credit earned to gain a point must be presented to his dean by the instructor on or before October 1 of each year. The dean will certify or challenge the applicability of the credit earned to the instructor's work at the College. If he certifies the credit, the dean will notify the personnel office to add a point to the instructor's point chart and the personnel office will notify the finance office to advance the faculty member an additional step for that College year.

If the dean challenges the credit, a committee of three (3) members of the bargaining unit appointed by the Association and two (2) administrators appointed by the Board will make a final decision, either certifying or disallowing the credit and awarding or denying the point. The report of the committee will become a part of the faculty member's personnel file.

APPENDIX C COMPENSATION FOR TECHNICAL INSTRUCTIONAL ASSISTANTS AND TECHNICAL SERVICE PERSONNEL *

Step	1971-72	1972-73
1	$4.70	$5.20
2	$4.90	$5.40
3	$5.10	$5.60
4	$5.30	$5.80

Minimum qualifications for Step 3 are:

1. One year as an instructional assistant (laboratory coach) or comparable instructional responsibilities.
2. Sixty (60) credit hours made up from special or formal instruction.
3. Or, li lieu of (2) above, up to eight (8) years of work experience related to the instructional area to which the appointment is being made.

Instructional assistants having less than the minimum qualifications may be appointed to either Step 1 or Step 2, whichever step best reflects their qualifications.

Division directors will use discretion when organizing the instructional assistant's time. Should the instructional assistant be requested to work in excess of a normal forty-hour week, his compensation will be at one and five-tenths percent (1.5%) of his hourly rate, at his appropriate step.

* Technical Instructional Assistants employed prior to September 1, 1971 should not have their annual compensation reduced under the terms of this Agreement.

APPENDIX D

PERSONNEL PROCEDURES

Candidate Files. Applicant files become candidate files when the applicant file is sent to the Personnel Office with a request for employment. The candidate's file will be prepared by the Personnel Office. It will include:

1 A written request from the division, approved by the dean requesting processing, and

2 All credentials required by the Board.

Credentials. The personnel director will examine the applicant's credentials and verify their validity. He may request additional verification of claims from the applicant if he deems it advisable. When he receives such verification, or if he does not deem such verification necessary, he will proceed to the next step in the employment process.

Initial Point Allocation Chart. The next step in the employment process is to prepare the Initial Point Allocation Chart. This chart shall be drawn from current Master Contract between the College and the Association. (See Appendix B).

Point Allocation Chart Verification. Within forty-eight (48) hours after preparation of the point allocation chart, a copy of it and such documents as the candidate has provided for support of his claims to academic and professional accomplishments shall be presented to a designated officer of the Association.

Association Agreement. If the Association officer agrees to the point chart, he will notify the personnel director who will immediately proceed to the next step in the employment process.

Association Objection. If the Association officer disagrees, he will so inform the personnel director who then may proceed to the next step in the employment process, but he will do so under knowledge of protest from the Association.